

April 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AFFILIATION AGREEMENT WITH STATE OF CALIFORNIA,
THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,
CALIFORNIA STATE UNIVERSITY FULLERTON**
(All Districts) (3 Votes)

IT IS RECOMMEND THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign an affiliation agreement (Exhibit I) with State of California, The Trustees of the California State University, California State University, Fullerton (CSUF) for the provision of a nurse training program, at any facility or Health Program established and operated by County as a County Hospital, Comprehensive Health Center or Health Center, and/or a Health Program at an administrative office. The term of the affiliation agreement is effective upon Board approval through June 30, 2008.

PURPOSE/JUSTIFICATION OF THE RECOMMEND ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign an affiliation agreement with CSUF, which will allow CSUF to offer observational and practical clinical and public health experience to its students as part of its applied nurse training program under the supervision of credentialed instructors at any facility or Health Program established and operated by County as a County Hospital, Comprehensive Health Center or Health Center, and/or a Health Program at an administrative office (County facilities).

For a number of years, the County has allowed educational institutions to use its medical and/or public health facilities for training programs, in order for students to obtain experience in direct patient services, use of equipment and supplies, facility procedures, patient records, required record keeping procedures, and interacting with health care teams and other health care professionals. Often, as a result of this experience, students that complete their training programs are recruited for County employment.

FISCAL IMPACT/FINANCING :

None. There is no monetary payment between parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The recommended affiliation agreement will authorize CSUF to begin providing nurse services training at County facilities upon Board approval through June 30, 2008, subject to termination by either party at the end of a school year upon thirty (30) days advance written notice..

CSUF will provide, through its certificated and qualified instructional personnel, overall supervision of its students.

The Department of Health Services shall retain professional and administrative responsibility for services provided by instructors and students and will provide sufficient direction to instructors and students to ensure that the continuity and quality of service to patients are maintained.

This agreement contains indemnification and insurance provisions approved by the Chief Administrative Risk Management Operations including a mutual indemnification provision whereby County will indemnify CSUF for the County's negligent acts. Additionally, the agreement includes the latest Board-mandated and County required provisions including "Compliance With Health Insurance Portability and Accountability Act of 1996".

The agreement has been approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

Advertisement of affiliation agreements on the Los Angeles County Online Web Site is not applicable.

IMPACT ON CURRENT SERVICES (OR) PROJECTS:

None. Approval of this agreement will allow students enrolled in CSUF's Nurse Training Program to obtain experience in direct patient services, use of equipment and supplies, facility procedures, patient records, required record keeping procedures, and interacting with health care teams and other health care professionals.

The Honorable Board of Supervisors
April 17, 2003
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLCD2783.KG

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Provision of nurse training program at Department of Health Services facilities.

2. AGENCY ADDRESS AND CONTACT PERSON:

State of California, The Trustees of the California State University,
California State University, Fullerton
P.O. Box 6806
Fullerton, California 92834-6808
Attention: Lorraine Medina, Contract Analyst
Business and Financial Affairs
Telephone: (714) 278-4075

3. TERM OF AGREEMENT:

The agreement will become effective upon Board approval through June 30, 2008, subject to termination by either party at the end of a school year upon 30 days advance written notice.

4. FINANCIAL INFORMATION:

There is no monetary payment between the parties.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR PROGRAM MONITORING:

Thelma Egnozzi, Assistant Nursing Director, Education Nursing Administration

7. APPROVALS:

Nursing Administration: Margaret Avila, Director

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy County Counsel

AFFILIATION AGREEMENT

**STATE OF CALIFORNIA,
THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,
CALIFORNIA STATE UNIVERSITY, FULLERTON**

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Contract # _____

AFFILIATION AGREEMENT

**STATE OF CALIFORNIA,
THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,
CALIFORNIA STATE UNIVERSITY, FULLERTON**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

STATE OF CALIFORNIA, THE
TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY, CALIFORNIA
STATE UNIVERSITY, FULLERTON
(hereafter "Affiliate").

WHEREAS, Affiliate operates the departments, training
programs, or schools described in the attached Exhibit; and

WHEREAS, pursuant to the provisions of Section 1441 of the
California Health and Safety Code, County has established and
operates, through its Department of Health Services, a network of
County Hospitals, Comprehensive Health Centers, Health Centers,
or County Department of Health Services Programs (collectively,
hereafter "County Facility", "County Facilities", or "Health
Programs" as appropriate); and

WHEREAS, County and Affiliate have found it to be in the
public interest that County authorize Affiliate to utilize
certain facilities of County's Department of Health Services
(hereafter referred as "DHS"), as described in the attached
Exhibit A for the purpose of providing supervised experience,
also as described in such exhibit, to certain of Affiliate's
students; and

WHEREAS, this Agreement is authorized by California

Government Code Section 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties agree as follows:

1. TERM: Effective upon Board approval of this Agreement, the training program described in Exhibit "A", attached hereto and incorporated herein by reference, shall be made part of Agreement and shall thereafter continue in full force and effect through June 30, 2008, subject to termination by either party at the end of a July 1 -- June 30 school year by the giving of at least thirty (30) days' prior written notice thereof to the other party. In any event, this Agreement may be terminated by County immediately upon giving written notice to Affiliate that the County health program providing the clinical experience under this Agreement has been or is to be discontinued, or has been or is to be so reduced or altered that provision of such clinical experience will be impractical.

2. SCOPE OF TRAINING: This Agreement contemplates and authorizes the training program(s) described in Exhibit "A", attached hereto and incorporated herein by reference.

3. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County to each other, or by County to any student or to any instructor participating in the training program hereunder.

4. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director of Health Services (hereafter "Director") or his/her authorized designee, Affiliate or Director may discontinue the assignment of any student to the training program at any time.

5. PHYSICAL EXAMINATION: Affiliate(s) shall provide, at Affiliate's expense, physical examinations for all of its employees at the time of employment hereunder, as well as, yearly physical examinations thereafter. All examination results, upon availability, shall be provided to the Director.

Affiliate's personnel evidencing signs or symptoms of the presence of an infectious disease shall be medically screened prior to having patient contact. Those employees determined to have infectious potential, as defined by the Infection Control Committee, shall be denied or removed from patient contact until a physician has determined that all such employees are no longer infectious.

A health examination, performed by a person lawfully authorized to perform such an examination, shall be required as a requisite for employment and must be performed within one week after employment. Written examination reports, signed by the

person performing the examination, shall verify that employees are able to perform assigned duties.

Initial examination for tuberculosis shall include a tuberculin skin test using the Mantoux method using a five (5) Tuberculin Unit dose of PPD tuberculin stabilized with Tween-80, the result of which is read and recorded in millimeters of induration. If the result is positive, a chest film shall be obtained. A skin test need not be performed on a person with a documented positive reaction to PPD but a baseline chest X-ray shall be obtained.

An annual skin test for tuberculosis shall be performed on individuals with a previously documented negative tuberculin skin test. If an individual with a previously documented negative skin test has a subsequent positive reaction, a chest X-ray shall be obtained.

Tuberculosis testing shall be performed every four (4) years or in accordance with Comprehensive Health Center policy, whichever is less.

Affiliate's personnel shall also be tested for Hepatitis B.

Affiliate's personnel and any person(s) performing services under this Agreement must be free of any and all infectious diseases, and shall be made aware of recommended vaccinations for preventable diseases that can be prevented by vaccination.

6. EMERGENCY HEALTH CARE: DHS' facilities and/or to the extent available on premises, Health Programs, to which the Affiliate's students and instructors are assigned will provide

emergency health care to the students and instructors as required while in the facility, to the extent staff and equipment are available to provide such care. DHS' facilities or Health Programs will not be required to furnish any student or instructor with non-emergency medical care for an illness or injury.

7. SCHEDULING: The number of students and the times during which they will receive training at DHS' facilities or Health Programs designated in the exhibit shall be mutually agreed upon by Director and the designee of Affiliate's governing body.

8. SUPERVISION AND INSTRUCTION: Students and their instructors shall be subject to the rules and regulations of the DHS' Facility or Health Program to which they are assigned. Among other things, Director shall supply Affiliate with a copy of DHS' Quality Improvement Program Handbook, and Affiliate, its instructors, and students shall comply with this handbook's provisions.

Affiliate shall provide orientation to its instructors and students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on County premises.

Instructors assigned by Affiliate to supervise and instruct at DHS' Facilities or Health Programs shall be certificated, qualified instructional personnel and are subject to approval of Director. Affiliate or Director may discontinue the assignment of any instructor at any time. In the event the discontinuance of an instructor in the program is the result of the Director's action, Director will provide a written notice explaining the reasons

therefore to Affiliate prior to or immediately following such discontinuance.

Affiliate shall, through its instructors, provide overall supervision and instruction at the DHS' Facilities or Health Programs. DHS shall provide observational opportunity and practical experience. DHS shall retain professional and administrative responsibility for services provided by instructors and students and shall provide sufficient direction to instructors and students to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and DHS' patients with whom the students and instructors will work will be subject to the approval of Director.

9. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.

10. NONDISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

11. UNLAWFUL SOLICITATION: Affiliate shall inform those

students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with

Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend, and hold harmless Affiliate and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Affiliate's indemnification of County, and during the term of this Agreement, Affiliate shall provide and maintain, and shall require all of its Affiliates to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Affiliate's own expense.

(1) Evidence of Insurance or Comparable Self-Insurance Program: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Division Chief prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special

Districts, its officials, officers, and employees as insures for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Affiliate to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Affiliate to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: County recognizes that the Affiliate maintains a self-insurance program.

(3) Failure to Maintain Coverage: Failure by Affiliate to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Affiliate resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Affiliate, County may deduct from sums due to Affiliate any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Affiliate shall report to County:

(a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Affiliate and/or County.

Such report shall be made in writing within 24 hours of occurrence.

(b) any third party claim or lawsuit filed against Affiliate arising from or related to services performed by Affiliate under this Agreement.

(c) any injury to a Affiliate employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Affiliate under the terms of this Agreement.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million

Each Occurrence: \$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Affiliate is responsible. If Affiliate's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Affiliate is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease-policy limit: \$1 million

Disease-each employee: \$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Affiliate, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an

extended two year reporting period commencing upon termination or cancellation of this Agreement.

D. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and

Board approved policies regarding Indemnification and Insurance requirements.

13. STUDENT AND INSTRUCTOR STATUS: Students and instructors of Affiliate shall not be deemed employees of County during the hours in which they are assigned to the student program. Such students and instructors shall be deemed licensees for the limited purposes expressed herein.

14. FACILITIES: Director shall cooperate to provide cafeteria facilities, classroom, conference, and storage space, and use of DHS' parking facilities to Affiliate's students and instructors to the extent same are available.

15. UNIFORMS: Each student and instructor shall wear a uniform designated by Affiliate (if required by Affiliate), except when assigned to a training program for which DHS requires a special uniform which it shall furnish.

16. CONFIDENTIALITY: Affiliate agrees to maintain in accordance with Federal and State law the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each student and instructor

participating in the training program hereunder of the provisions of such confidentiality laws.

17. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

18. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices Paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

19. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or

termination.

20. FAIR LABOR STANDARDS: Affiliate warrants that it fully complies with all applicable provisions of the Federal Fair Labor Standards Act as it now exists or is hereafter amended, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hourly law including, but not limited to, the Federal Fair Labor Standards Act as it now exists or is hereafter amended, for Services performed by Affiliate's employees and/or students for which County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

21. EMPLOYMENT ELIGIBILITY VERIFICATION: Affiliate warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Affiliate shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Affiliate shall retain such documentation for all covered employees for the period prescribed by law. Affiliate shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may

be assessed against Affiliate or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

22. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

23. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

24. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Affiliate on this Agreement or other contracts, which indicates that Affiliate is not responsible, County may in addition to other remedies provided under this contract, debar Affiliate from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Affiliate may have with County.

C. County may debar Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Affiliate's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, Director will notify Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise Affiliate of the

scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Affiliate or Affiliate's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. If Affiliate fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Affiliate may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any sub-Contractors of Affiliate, vendor, or principal owner of Affiliate, as defined in Chapter 2.202 of the County Code.

25. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate shall notify its employees, and shall require each subcontractor. to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

26. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled-content bond paper to the maximum intent possible on the project.

27. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's

Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Affiliate to maintain compliance with the requirements set forth in "AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement.

29. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, Affiliate shall submit to County's District Attorney (DA) a completed Principal Owner Information Form (POI Form), incorporated herein by reference, Exhibit B, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to Affiliate's Principal Owners; (2) Affiliate has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Affiliate has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference, Exhibit C. Failure of Affiliate to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This

Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the

Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Affiliate" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Affiliate and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser

number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Affiliate is not required to comply with the Jury Service Program when the Contract commences, Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Affiliate shall immediately notify County if Affiliate at any time either comes within the Jury Service Program's definition of "Affiliate" or if Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, Affiliate shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Affiliate demonstrate to the County's satisfaction that Contractor either continues to remain outside

of the Jury Service Program's definition of "Affiliate" and/or that Affiliate continues to qualify for an exception to the Program. Attached hereto, as Exhibit C, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Affiliate.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's Officers, employees, and agents), for damages to the other party that are attributable to such failure.

31. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses and to the attention of the persons named. Director shall have authority to execute all notices to be given by County under this Agreement.

Addresses and persons to be notified may be changed by

appropriate written notice.

A. Notices to Affiliate shall be addressed as follows:

State of California,
The Trustees fo the California State University,
California State University, Fullerton
P.O. Box 6806
Fullerton, California 92834-6808
Attn.: Contracts and Procurement Office

B. Notices to County shall be addressed as follows:

- (1) Department of Health Services
313 North Figueroa Street, Eight Floor
Los Angeles, California 90012
Attn: Chief of Operations
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012
Attn: Division Chief

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by it

/

Director of Health Services, and Affiliate has caused this
Agreement to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer
Department of Health Services

STATE OF CALIFORNIA, THE TRUSTESS
OF THE CALIFORNIA STATE UNIVERSITY,
CALIFORNIA STATE UNIVERSITY, FULLERTON
Affiliate

By _____
Signature

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AGRCSF Affiliation
3/18/03

EXHIBIT A

NURSE TRAINING PROGRAM

1. PURPOSE: The affiliation authorized by this Agreement allows nurses from California State University, Fullerton to obtain observational and practical clinical experience in applied nurse services training at the DHS facilities or Health Programs listed in Paragraph 3 hereinbelow.

This field experience fulfills a required portion of the training program offered by Affiliate.

2. EVALUATION: At the end of each County July 1 through June 30 fiscal year, an evaluation of the program shall be filed with the Administrator of the DHS facility participating in the program.

3. FACILITIES: Any facility or Health Program established and operated by County as a County Hospital, Comprehensive Health Center or Health Center, and/or Health Program at an administrative office or other approved location ("County Facility or Health Program") may be used as a County Training Site for this program.

4. TYPES/AREAS OF EXPERIENCE: The clinician experience County will endeavor to offer to students while at DHS' County Facilities or Health Programs includes:

- a. Experience in direct patient service.
- b. Experience in interrelating with the total health care team at the facility or health program.

c. Experience in the use of equipment and supplies.

d. Experience in following facility or health program procedures.

e. Experience in working under facility or health program regulations.

f. Experience with patient records and other required record keeping procedures.

g. Experience in the application of students' training to clinical experience.